



Bryce Yokomizo
Director

June 17, 2003

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**RECOMMENDATION TO AMEND CONTRACT WITH
THE LAW OFFICES OF DEVERMONT & DEVERMONT
FOR THE PROVISION OF
GENERAL RELIEF (GR) SUPPLEMENTAL SECURITY INCOME (SSI)
APPEALS PROGRAM SERVICES
(ALL DISTRICTS - 3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that services performed by Contractor under this Agreement continue to be more cost effective than if performed by County employees.
2. Approve and instruct the Chair to sign the attached Amendment Number Two to contract number #72346 with the Law Offices of Devermont & Devermont, a Professional Corporation, for the provision of SSI Appeals services for GR participants, extending the current contract on a month-to-month basis for up to 24 months until August 3, 2005, or until a new Request For Proposal (RFP) is developed and new contract is awarded, whichever is sooner, at an annual estimated cost of \$523,000 financed with 100% County funds. Funding for the amendment is included in the FY 2003-04 Proposed County Budget. Funding for future years will be included in the Department's budget request.

PURPOSE/JUSTIFICATION OF RECOMMENDATION

The current contract is on a 12 month, month-to-month extension, which will expire on August 3, 2003. An extension of up to 24 months is necessary in order to complete the new RFP process to replace this contract. The previous RFP that was released February 12, 2002 was canceled due to concerns expressed by community representatives.

DPSS staff have met with the community representatives regarding those concerns. A new RFP is in development, which will meet those concerns in a fair and equitable manner that minimizes the cost to the County, while still providing the appropriate level of services to the community.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The amendment is consistent with the County's Strategic Goal #7: Health and Mental Health, by continuing and supporting the Department's efforts to ensure GR participants who are eligible for SSI successfully transition to SSI, which includes Medi-Cal benefits.

FISCAL IMPACT/FINANCING

The current contract compensates the Law Offices of Devermont & Devermont at a fixed rate of \$450.00 for a successful SSI appeal per GR participant who was referred to the Contractor by DPSS. The average Interim Assistance Reimbursement (IAR) to the County from the Social Security Administration (SSA) is \$2,030 per case.

The annual cost of the amendment is estimated at \$523,000 fully funded by Net County Cost. Funding for the amendment is included in the FY 2003-04 Proposed County Budget. Funding for future years will be included in the Department's budget request.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The current contract with the Law Offices of Devermont & Devermont has been in place since August 1999 for the provision of SSI Appeals services for GR participants in the SSI Assistance Program (SSIAP).

Pursuant to the settlement agreement in the City of Los Angeles v. County of Los Angeles (1990) lawsuit, the County agreed to assist applicants/participants identified as SSI

eligible due to physical or mental disability with SSI hearing representation services when SSI is denied at the reconsideration level.

Honorable Board of Supervisors
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This Amendment updates County Terms and Conditions by adding new contract requirements approved by the Board.

The provision specifically stating that the Contractor shall have no claim against the County for payment after the expiration or termination of this agreement has been included. The provisions and requirements of the Safely Surrendered Baby Law have also been included.

This is a Prop A contract and the Contractor is in compliance with the Living Wage Ordinance.

County Counsel has approved this amendment as to form.

CONTRACT PROCESS

No additional solicitation process was required for this amendment since it is to extend an existing agreement.

IMPACT ON CURRENT SERVICES

The amendment will allow the County to ensure uninterrupted SSI Appeals hearing representation for GR participants who need this assistance to transition from GR to SSI.

CONCLUSION

The Executive Officer, Board of Supervisors, is requested to send one adopted stamped Board Letter and four original signed copies of the Amendment Two to the Director, Department of Public Social Services.

Respectfully submitted,

Bryce Yokomizo
Director

BY:gp

Enclosure

c: Chief Administrative Officer
County Counsel



AMENDMENT NUMBER TWO TO THE AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

THE LAW OFFICES OF DEVERMONT & DEVERMONT

A PROFESSIONAL CORPORATATION

FOR THE GENERAL RELIEF SUPPLEMENTAL SECURITY INCOME (SSI)

APPEALS PROGRAM

Prepared by:

Department of Public Social Services
Bureau of Program, Policy, Research & Evaluation
Cash Programs Division
12820 Crossroads Parkway South
City of Industry, CA 91746-3411

**AMENDMENT NUMBER TWO TO THE AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES AND THE LAW OFFICES OF
DEVERMONT & DEVERMONT A PROFESSIONAL CORPORATION,
FOR THE GENERAL RELIEF SSI APPEALS PROGRAM**

Reference is made to the Agreement entitled "General Relief Supplemental Security Income Appeals Program" Agreement By And Between COUNTY of Los Angeles and the Law Offices of Devermont & Devermont A Professional Corporation," dated August 3, 1999, and further identified as COUNTY Agreement Number 72346, and Amendment One dated July 30, 2002 (collectively herein after referred to as "Agreement").

WHEREAS, services provided by CONTRACTOR under this Agreement continue to be more cost effective than if performed by COUNTY employees; and

WHEREAS, COUNTY and CONTRACTOR desire to extend the term of Agreement;

THEREFORE, effective August 3, 2003, the Agreement is amended to read as follows:

Section I, APPLICABLE DOCUMENTS Item 1.0, of the Agreement is deleted in its entirety and replaced with the following:

- 1.0 Attachment A, B, C, D, E, F, G, H, I, J, and K as set forth below is attached to and form a part of this Agreement.

Section I, APPLICABLE DOCUMENTS Item 2.0, of the Agreement is amended to include a new item 2.11 as follows:

- 2.11 Attachment K - Safely Surrendered Baby Law

Section I, APPLICABLE DOCUMENTS Item 3.0, of the Agreement is deleted in its entirety and replaced with the following:

- 3.0 This Agreement and Attachments A through K attached hereto constitute the complete and exclusive statement of understanding between the parties which supersedes all previous Agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement.

Section II, TERM OF AGREEMENT, Item 3.0, of the Agreement has been amended to read:

- 3.0 The term of this Agreement is extended on a month-to-month basis for up to 24 months, beyond the August 3, 2003 expiration date of the first and current 12 month extension, until August 3, 2005.

If either party intends not to renew for the following month, that party shall provide notice to the other party not later than the 5th day of the last effective month of the extension.

CONTRACTOR shall notify DPSS when this contract is within six (6) months from the expiration of the term as provided for herein above. Upon occurrence of this event, CONTRACTOR shall send written notification to DPSS at the address herein:

George Paccarelli, CCA
Department of Public Social Services
Cash Programs Division
12820 Crossroads Parkway South
City of Industry, CA 91746-3411

Section V, FURTHER TERMS AND CONDITIONS, is amended to include new sections 57 & 58 as follows:

57.0 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION OR TERMINATION OF AGREEMENT

Except as provided in Section IV, Compensation, paragraph 5.1, CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this agreement. Should CONTRACTOR receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Agreement shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Agreement.

58.0 SAFELY SURRENDERED BABY LAW

The CONTRACTOR shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Attachment K of this Amendment and is also available on the internet at www.babysafela.org for printing purposes.

The CONTRACTOR acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR'S place of business. The CONTRACTOR will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the CONTRACTOR with the poster to be used.

All other Terms and Conditions of said Agreement remain in full force and effect.

COUNTY AGREEMENT #72346 - AMENDMENT NUMBER TWO

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Number Two to be executed on the _____ day of _____ 2003.

COUNTY OF LOS ANGELES

By: _____
Chair, Board of Supervisors

Date

ATTEST:

VIOLET VARONA-LUKINS, Executive Officer
Clerk of the Board of Supervisors
Of the County of Los Angeles

By: _____
Deputy

Date

Devermont & Devermont
A Professional Corporation
429 Santa Monica Boulevard, Suite 210
Santa Monica, CA 90401

Dennis Devermont, Attorney-At-Law
A Professional Corporation

Date

**APPROVED AS TO FORM
BY COUNTY COUNSEL:**

Lloyd W. Pellman
County Counsel

By _____
Deputy County Counsel

Date

ATTACHMENT K